mere expectancy. But the court intimates that the ancient common-law rule may have been changed from one of property to one of construction, so that unmistakable words might have created a remainder in the settlor's own heirs.

UNFAIR BUSINESS—RESTRICTION ON RESALE PRICE—REFUSING TO SELL TO CUSTOMERS WHO CUT PRICES.—To an order by the Federal Trade Commission, requiring a company to cease indicating to dealers minimum resale prices and to cease refusing to sell to dealers who refuse to maintain such prices, the company agreed. Federal Trade Commission Bulletin, April 22, 1919, *in re Auto Strop Razor Co.*

A similar order was issued to another company which apparently has not agreed. Federal Trade Commission Bulletin, April 22, 1919, *in re Clayton F. Summy Co.*

Under the interpretation put by the courts on the Sherman and Clayton Acts, refusal to sell to dealers who cut the desired or agreed retail price, gives no right of action to the dealer concerned. See (1919) 28 YALE LAW JOURNAL, 505. This raises an interesting question as to the enforceability of the Trade Commission's order. That the practice itself is, at least in some cases, recognized by the offender itself as undesirable is indicated by the very general agreement by the parties concerned to these and other orders of the Commission.

WAR POWERS—FEDERAL CONTROL OF RAILROADS—JURISDICTION OF STATE COURTS.— The plaintiff sued the principal defendant, a foreign railroad corporation, for damages to a shipment of cattle delivered to it in October, 1917, and summoned the Mobile & Ohio Railroad as garnishee. The latter set up that the process served upon it was void and the court without jurisdiction because the railroad systems of both corporations had been taken under federal control pursuant to the Presidential Proclamation of December 26, 1917, and the Act of Congress of March 21, 1918. The trial court adopting this view, discharged the garnishee. *Held,* that the State court had jurisdiction and that the dismissal of the garnishee was erroneous. *L. N. Dantzler Lumber Co. v. Texas & Pacific Ry.* (1919, Miss.) 80 So. 770.

The court construed the Act of Congress as not intended "to suspend the collection of debts" or to grant carriers "immunity from judgments." Whether an execution could issue after judgment the court expressly declined to decide. But it is to be presumed, the opinion states, that the Director-General of Railroads would permit such a judgment to be paid. The construction of the statute seems sound. A distinction may well be taken between such a suit as this and a proceeding to compel a carrier to construct connecting tracks, as in *Commercial Club of Mitchell v. Chicago, Milwaukee & St. P. Ry.* (1918, S. Dak.) 170 N. W. 149.

WATER-RIGHTS—MILL PRIVILEGES—OWNERSHIP OF SOIL—PRIVILEGE OF FISHING.—The fee of land with a millpond thereon was conveyed to the defendant, who was to hold subject to "mill privileges." The same grantor conveyed to the plaintiff the privilege to use the water for the maintenance and operation of his mill. The defendant prevented the plaintiff from fishing in the millpond. The plaintiff brought a bill to enjoin this interference. *Held,* that relief must be denied, as the grant to the defendant carried with it all privileges except the mill privileges. *Thompson v. Tennyson* (1919, Ga.) 98 S. E. 353.

By the grant of the fee simple the defendant secured all the essentials of full ownership—an almost complete aggregate of rights, privileges, powers, immunities, etc., relating to the land and the millpond. The plaintiff, on the

other hand, received only whatever privileges, etc., were reasonably required for the use, maintenance and operation of the mill. Therefore the plaintiff, like any other person, was subject to a multital duty not to *fish* in the millpond. See (1913) 23 YALE LAW JOURNAL, 16; (1917) 27 ibid. 67.

WORKMEN'S COMPENSATION—DISFIGUREMENT—DUAL COMPENSATION.—While in the course of his employment, the plaintiff's arms and fingers were burned, so that they were permanently disabled. His face and head was also burned, seriously disfiguring him. The circuit court allowed compensation for permanent partial incapacity and also for serious and permanent disfigurement. *Held,* that the award was proper. *Wells Bros. Co. v. Industrial Commission* (1918, Ill.) 121 N. E. 256.

This case involves the construction of an amendment to the Illinois Compensation Act. Laws 1915, 403. Before this amendment, there could not be recovery for both incapacity and disfigurement. *Stubbs v. Industrial Com.* (1917) 280 Ill. 208, 117 N. E. 419. The New York statute has been similarly amended so as to permit double recovery. *Erickson v. Preuss* (1918) 223 N. Y. 365, 119 N. E. 555; (1918) 27 YALE LAW JOURNAL, 1097. For a discussion of the theory underlying an award which is not based on loss of earning power, see Bohlen, *Some Problems Under Workmen's Compensation Laws* (1919) 67 PENN. L. REV. 62.

WORKMEN'S COMPENSATION—INJURY DUE TO THIRD PERSON'S FAULT—ELECTION OF REMEDY.—The plaintiff, an employee who had elected to come under the Workmen's Compensation Act, was injured in the course of his employment by the negligence of the defendant, a third party who had elected not to be bound by the Act. After receiving compensation from his employer, the plaintiff brought an action against the defendant for negligence. The defendant pleaded that the employee was not the proper party plaintiff, since the employer had paid the required compensation. *Held,* that he was a proper party plaintiff. *Jones v. Fisher* (1919, Ill.) 122 N. E. 95.

Where an employee has been injured under such circumstances as would give him a common-law right of action against a third party, the Illinois Act distinguishes between the case where all parties have accepted the Act and where the third party had not accepted the Act. In the former, the employee is limited to his claim for compensation against his employer. *Friebel v. Chicago City Ry.* (1917) 280 Ill. 76, 117 N. E. 467. In the latter, which is the principal case, the common-law right is reserved to the employee, subject to his repayment to the employer of the amount received in compensation. See *Houlihan v. Sulzberger & Sons Co.* (1917) 282 Ill. 76, 118 N. E. 429. The Connecticut Act does not make this distinction, the common-law right being reserved to the employee in either case. Gen. St. 1918, sec. 5346. For the subrogation of the employer to the rights of the employee, see (1918) 27 YALE LAW JOURNAL, 708; and (1918) 27 *ibid.* 971.